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CONSUMER PROTECTION
DIVISION

Possible consideration for 2002 transfer of ownership of non-profit corporation of St. Joseph Regional Medical Hospital, Inc. from the Sisters to Ascension.

I do not know how bonds work. For some reason Ascension took on \$23 million dollars of bond debt associated with Idaho Health Facilities Authority about a year after Ascension took possession of the hospital. Based on the information below It appears likely bond debt was in existence for the hospital before the Sisters transferred the hospital to Ascension.

It is hard to comprehend the public understanding of how the hospital would simply be transferred to Ascension from the Sisters without some fiscal benefit. Idaho Health Facilities Authority bond public history I discovered 12/2/2016 may provide information about this area.

I am now working with Idaho Health Facilities Authority to compose a public records request for relevant bonds associated with the hospital before and after Ascension possession.

On 12/2/2016 I obtained from the Nez Perce County recorder's office a copy of several pages of Instrument #463316 (Mortgage and Security Agreement) and Instrument # 493615 (Satisfaction and Termination), both apparently associated with what a Series 1983 Bonds associated with Idaho Health Facilities Authority.

On the website for Idaho Health Facilities Authority I located a document under Financing Completed (<http://www.idhfa.org/forms/Financings%20Completed.pdf>), marked up copy attached. Highlighted are several references to St. Joseph Hospital and one reference to Ascension.

I constructed a time line using the Financing Completed St. Joseph Hospital reference - 3/30/1983, St. Joseph's Hospital (Lewiston), \$11,490,000, 8.70%; the 11/27/2002 Articles of the transfer of the Hospital from the Sisters to Ascension; the Instrument #463316 Exhibit B First Mortgage Note, Series 1983 (bond) 2/28/2003 monthly installment increase to \$100,000; and the Financing Completed 3/13/2003 Ascension Health (St. Joseph-Lewiston) reference.

On the next page is a spreadsheet detailing the timeline information I have compiled.

**Completed Bond History from Idaho Health Facility Authority
and Likely Relevant Information to 2002 transfer**

Date	Institution	Amount	Interest Rate
3/13/2003	Ascension Health (St. Joseph-Lewiston)	\$24,700,000	variable
	First Mortgage Note , Series 1983		
2/28/2003	(bond) monthly installment increase to \$100,000		
11/27/2002	Transfer Hospital from Sisters to Ascension		
	St. Joseph's Regional Medical Center		
12/1/1993	(Lewiston)	\$25,710,000	2.55% - 5.25%
12/31/1985	St. Joseph's Hospital (Lewiston)	\$4,000,000	7.10%
11/27/1985	St. Joseph's Hospital (Lewiston)	\$13,110,000	9.21%
	Satisfaction and Termination 1983		
	Bond Mortgage and Security		
11/27/1985	Agreement		
3/30/1983	St. Joseph's Hospital (Lewiston)	\$11,490,000	8.70%
	Mortgage and Security Agreement		
3/28/1983	(Series 1983 Bond)		
10/20/1982	St. Joseph's Hospital (Lewiston)	\$750,000	10.85%
10/20/1982	St. Joseph's Hospital (Lewiston)	\$1,500,000	9.25%

Eric K. Peterson
904 7th Avenue
Lewiston, Idaho 83501
(208)305-3562
civiclightdesk@gmail.com

Financings Completed

DATE	HEALTH INSTITUTION	AMOUNT	RATE OF INTEREST
10/28/2016	Gritman Medical Center (Moscow)	22,707,816	3.15-3.75%
7/15/2016	Madison Memorial Hospital (Rexburg)	44,150,000	3.5-5.0%
7/7/2016	Bonner General Hospital (Sandpoint)	11,275,327	3.35%
5/18/2016	St. Luke's Health System (Boise)	50,000,000	1.756%
4/14/2016	Steele Memorial Medical Center	6,300,000	2.91%
3/24/2016	Syringa Hospitals & Clinic	1,582,000	3.65-4.28%
1/26/2016	Trinity Health (Idaho's St. Alphonsus Facilities)	22,895,000	4.00-5.00%
11/25/2015	Partners In Health Care (Gooding)	37,220,000	2.50-5.50%
10/13/2015	Panhandle Health District (Sandpoint Bldg)	1,750,000	2.83%
8/11/2015	Bear Lake Memorial Hospital (Montpelier)	1,500,000	2.91%
2/26/2015	Trinity Health	171,310,000	2.00-5.00%
10/17/2014	Minidoka Memorial Hospital (Rupert)	2,439,500	3.15%
8/20/2014	St. Luke's Health System (Boise)	166,135,000	2.00-5.00%
7/22/2014	Clearwater Valley Hospital (Orofino)	4,704,215	3.09-4.05%
7/9/2014	Kootenai Health (Coeur d'Alene)	74,715,000	3.26-4.75%
1/28/2014	Terraces of Boise	103,185,000	5.25-8.25%
10/30/2013	Trinity Health (Idaho's St. Alphonsus Facilities)	45,735,000	windows/variable
9/30/2013	Walter Knox Memorial Hospital (Emmett)	1,711,000	2.63%
1/24/2013	Shoshone Hospital District (Kellogg)	13,449,000	2.83%
10/24/2012	St. Luke's Health System (Boise)	75,000,000	variable
10/24/2012	St. Luke's Health System (Boise)	75,000,000	variable
7/31/2012	St. Luke's Health System (Boise)	75,000,000	variable
7/11/2012	St. Luke's Health System (Boise)	75,000,000	4.5-5.0%
8/29/2011	Minidoka Memorial Hospital (Rupert)	9,490,139	4.50%
12/23/2010	Terry Reilly Health Services (Nampa)	1,163,000	3.35%
10/28/2010	Trinity Health (Mercy Medical Center-Nampa)	28,945,000	4.50%
9/10/2010	St. Luke's Health System (Boise)	205,040,000	2.0-5.0%
6/3/2010	Hospice of North Idaho, Inc. (Hayden)	2,000,000	4.16%
2/24/2010	Southwest District Health Department (Caldwell)	4,700,000	3.92%
11/17/2009	Idaho Elks Rehabilitation Hospital (Boise)	10,480,000	4.40%
3/4/2009	St. Luke's Regional Medical Center (Boise)	150,000,000	variable
12/4/2008	St. Luke's Regional Medical Center (Boise)	130,000,000	4.00-6.75%
11/13/2008	Trinity Health (St. Alphonsus-Boise)	178,310,000	4.75-6.50%
5/8/2008	Ascension Health (St. Joseph - Lewiston)	24,700,000	variable
12/19/2007	Elmore Medical Center (Mountain Home)	1,500,000	4.70%
9/11/2007	Family Health Services Corporation (Twin Falls)	709,000	5.25%
9/6/2007	Valley Vista Care Center (St. Maries)	14,485,000	6.13%
8/17/2007	Gritman Medical Center (Moscow)	2,950,000	4.38%
7/25/2007	Terry Reilly Health Services (Nampa)	690,000	4.90%
7/18/2007	St. Benedict's Family Medical Center (Jerome)	3,200,000	4.95%
6/15/2006	District Seven Health Department (Idaho Falls)	2,000,000	4.87-4.97%
4/4/2006	Bear Lake Memorial Hospital (Montpelier)	2,674,000	4.68-4.76%
3/22/2006	Bonner General Hospital (Sandpoint)	11,815,000	7.30%
12/19/2005	Gritman Medical Center (Moscow)	1,754,000	4.25%
6/17/2005	Panhandle Health District (Coeur d'Alene)	4,300,000	3.80%
5/26/2005	St. Luke's Regional Medical Center (Boise)	135,000,000	variable
5/19/2005	Gritman Medical Center (Moscow)	1,407,252	4.34%
3/31/2005	Portneuf Medical Center (Pocatello)	64,255,000	4.25-5.57%
3/16/2005	Oneida County Hospital, (Malad)	262,171	4.99%
6/30/2004	Magic Valley Regional Medical Ctr (Twin Falls)	19,860,000	3.00-4.375%

4/27/2004	Minidoka Memorial Hospital (Rupert)	5,750,000	4.36%
9/4/2003	Shoshone Hospital District (Kellogg)	17,982,000	5.90%
8/20/2003	Walter Knox Memorial Hospital (Emmett)	5,000,000	4.50-6.75%
6/18/2003	Gritman Medical Center (Moscow)	18,545,000	2.20-5.20%
3/27/2003	Opportunities Unlimited (Lewiston)	954,036	5.15%
3/13/2003	Ascension Health (St. Joseph-Lewiston)	24,700,000	variable
11/22/2002	Trinity Health (St. Alphonsus-Boise)	130,500,000	variable
10/31/2002	Gritman Medical Center (Moscow)	1,696,383	3.90%
10/1/2002	Mountain States Group (Boise)	637,100	5.00%
6/8/2001	Community Health Clinics, Inc. (Boise)	282,500	LIBOR + 2.5%
5/1/2001	West Shoshone Hospital District (Kellogg)	500,000	6.50%
3/1/2001	Evangelical Lutheran Good Samaritan Society (Boise)	1,979,000	variable
8/31/2000	Bonner General Hospital (Sandpoint)	10,250,000	6.53%
7/20/2000	St. Luke's Regional Medical Center (Boise)	100,000,000	variable
12/15/1999	Valley Vista Care Corporation (St. Maries)	14,680,000	7.25-9%
6/1/1999	Bingham Memorial Hospital (Blackfoot)	6,070,000	4.25-6%
4/1/1999	Minidoka Memorial Hospital (Rupert)	3,250,000	4.84%
3/12/1999	Mountain States Group (Boise)	775,000	5.50%
9/1/1998	Bannock Regional Medical Center (Pocatello)	15,050,000	4.0-5.375%
7/29/1998	Idaho Elks Rehabilitation Hospital (Boise)	15,980,000	4.20-5.45%
6/23/1998	Holy Cross Health System (Boise)	53,385,000	4.25-5.00%
5/1/1998	Minidoka Memorial Hospital (Rupert)	2,850,000	4.84%
11/5/1997	East Boise County Health Clinic (Idaho Falls)	35,000	6.00%
6/4/1997	Bonner General Hospital (Sandpoint)	8,000,000	5.7-6.75%
12/30/1996	Bear Lake Memorial Hospital (Montpelier)	1,500,000	6.08%
7/31/1996	Valley Vista Care Corporation (St. Maries)	4,160,000	variable
6/20/1996	Gritman Medical Center (Moscow)	1,091,566	6.04%
5/3/1996	Opportunities Unlimited, Inc. (Moscow)	100,000	7.61%
12/28/1995	Mountain States Group (Boise)	700,000	6%
12/4/1995	Bannock Regional Medical Center (Pocatello)	14,945,000	4-6.125%
9/12/1995	Benewah Community Hospital (St. Maries)	3,920,000	5-6.25%
5/1/1995	Latah Health Services, Inc. (Moscow)	175,000	6.95%
5/1/1995	St. Luke's RMC (Boise)	50,000,000	variable
3/1/1995	Holy Cross Health System (St. Alphonsus RMC-Boise)	40,000,000	variable
6/2/1994	Kootenai Medical Center (Coeur d'Alene)	850,000	variable
1/15/1994	Bannock Regional Medical & Geriatric Center (Pocatello)	4,625,000	3.65-6.0%
12/1/1993	St. Joseph's Regional Medical Center (Lewiston)	25,710,000	2.55-5.25%
9/1/1993	Latah Care Center, Inc. (Moscow)	445,000	6.75%
6/10/1993	Magic Valley Regional Medical Center (Twin Falls)	33,355,000	3.0-5.625%
6/1/1993	Valley Vista Care Corporation (Sandpoint)	850,000	(95% prime)
10/16/1992	Terry Reilly Health Services (Nampa)	253,500	(70% prime)
9/10/1992	Mercy Medical Center (Nampa)	7,385,000	6.15%
7/30/1992	St. Alphonsus Regional Medical Center (Boise)	20,000,000	6.29%
6/1/1992	Franklin County Medical Center (Preston)	600,000	5.91%
4/28/1992	IHC Hospitals, Inc. (Pocatello)	23,500,000	6.25%
12/15/1991	Oneida County Hospital (Malad)	1,620,000	7.41%
4/1/1991	Valley Vista Care Corporation (St. Maries)	55,000	(95% prime)
3/1/1991	Stepping Stones, Inc. (Moscow)	88,000	(92% prime)
8/15/1990	Panhandle Health Department (St. Maries)	244,000	(85% prime)
7/2/1990	Southwest District Health Dept. (Emmett)	85,000	(92% prime)
3/29/1990	Mercy Medical Center (Nampa)	5,600,000	7.15%
10/4/1989	Valley Vista Care Corporation (St. Maries)	100,000	(95% prime)
8/11/1989	Southwest District Health Dept. (Weiser)	70,000	(91.5% prime)
12/5/1988	Valley Vista Care Corporation (St. Maries)	337,500	(95% prime)
10/3/1988	Latah Care Center (Moscow)	230,000	9.18%

6/1/1988	Valley Vista Care Corporation (St. Maries)	650,000	(95% prime)
3/31/1988	Bannock Geriatric Center (Pocatello)	3,200,000	9.23%
3/15/1988	Bannock Regional Medical Center (Pocatello)	15,725,000	7.74%
5/22/1987	Independent Order of Odd Fellows (Caldwell)	1,133,764	(85% prime)
10/28/1986	St. Alphonsus Regional Medical Center (Boise)	5,000,000	variable%
12/31/1985	St. Joseph's Hospital (Lewiston)	4,000,000	7.15%
12/12/1985	Magic Valley Regional Medical Center (Twin Falls)	29,960,000	0.09
11/27/1985	St. Joseph's Hospital (Lewiston)	13,110,000	9.21%
10/8/1985	Pooled Financing Program (IHFA-Boise)	30,000,000	variable%
9/18/1985	Mercy Medical Center (Nampa)	6,500,000	variable
8/27/1985	St. Luke's Regional Medical Center (Boise)	2,500,000	7.45%
8/15/1985	Kootenai Medical Center (Coeur d'Alene)	30,620,000	9.03%
4/26/1985	Good Samaritan Hospitals (Idaho Falls)	1,650,000	(70% of prime)
2/7/1985	Community Health Clinics, Inc. (Nampa)	285,000	(70% of prime)
11/30/1984	Kootenai Memorial Hospital (Coeur d'Alene)	1,200,000	(70% of prime)
8/14/1984	Minidoka memorial Hospital (Rupert)	150,000	8.19%
6/27/1984	Boise Samaritan Village (Boise)	1,100,000	(70% of prime)
5/7/1984	Bingham Memorial Hospital (Blackfoot)	200,000	7.50%
1/31/1984	Mercy Medical Center (Nampa)	342,107	7.89%
1/17/1984	Franklin County Hospital (Preston)	1,600,000	8.75%
11/21/1983	St. Benedict's Hospital (Jerome)	250,000	7.85%
10/17/1983	Gritman Memorial Hospital (Moscow)	400,000	(65% of prime)
9/23/1983	Kootenai Memorial Hospital (Coeur d'Alene)	600,000	8.50%
7/19/1983	Benewah Community Hospital (St. Maries)	120,000	8.00%
5/27/1983	Idaho Falls Consolidated Hospitals (Idaho Falls)	235,000	8.50%
5/16/1983	Coeur d'Alene homes, Inc. (Coeur d'Alene)	500,000	12.00%
5/13/1983	Moritz Community Hospital (Sun Valley)	1,200,000	9.13%
5/6/1983	Bannock Memorial Medical Center (Pocatello)	15,060,000	9.46%
3/30/1983	St. Joseph's Hospital, Inc. (Lewiston)	11,490,000	8.70%
3/14/1983	Magic Valley Regional Medical Center (Twin Falls)	750,000	0.08
12/17/1982	Good Samaritan Village (Moscow)	2,600,000	(70% of prime)
11/23/1982	Mercy Medical Center (Nampa)	150,000	9.25%
10/20/1982	St. Joseph's Hospital, Inc. (Lewiston)	750,000	10.85%
10/20/1982	St. Joseph's Hospital, Inc. (Lewiston)	1,500,000	9.25%
9/1/1982	Kootenai Memorial Hospital (Coeur d'Alene)	28,030,000	12.63%
3/17/1982	Bannock Memorial Medical Center (Pocatello)	10,780,000	14.23%
2/8/1982	St. Benedict's Hospital (Jerome)	87,500	12.00%
2/8/1982	Good Samaritan Village (Idaho Falls)	165,000	10.50%
2/4/1982	American Red Cross (Boise)	141,220	11.25%
1/15/1982	Kootenai Memorial Hospital (Coeur d'Alene)	1,015,000	10.25%
12/15/1981	Independent Order of Odd Fellows (Caldwell)	820,000	(65% prime)
12/14/1981	Idaho Falls Consolidated Hospitals (Idaho Falls)	1,500,000	11.75%
11/9/1981	Mercy Medical Center (Nampa)	900,000	10.25%
7/15/1981	St. Alphonsus Regional Medical Center (Boise)	10,000,000	10.00%
3/31/1981	Franklin County Hospital (Boise)	86,453	11.00%
3/31/1981	Oneida County Hospital (Malad City)	14,747	11.00%
2/27/1981	Good Samaritan Village (Moscow)	2,800,000	9.00%
2/25/1981	Magic Valley Regional Medical Center (Twin Falls)	26,700,000	10.68%
2/5/1981	St. Benedict's Hospital (Jerome)	600,000	10.00%
11/1/1980	Harms Memorial Hospital (American Falls)	12,700	9.00%
8/12/1980	St. Luke's Regional Medical Center (Boise)	1,400,000	7.75%
5/5/1980	Elk's Rehabilitation Hospital (Boise)	1,900,000	9.50%
2/1/1980	Pocatello Regional Medical Center (Pocatello)	19,600,000	7.70%
12/15/1979	Clearwater Valley Hospital (Orofino)	135,000	7.25%
11/15/1979	Moritz Community Hospital (Sun Valley)	275,000	6.75%

4/15/1979	Bonner General Hospital (Sandpoint)	4,415,000	6.80%
9/15/1978	St. Luke's Regional Medical Center (Boise)	2,100,000	6.00%
12/15/1977	Harms Memorial Hospital (American Falls)	5,300	6.50%
4/15/1977	St. Luke's Regional Medical Center (Boise)	12,755,000	6.20%
11/15/1976	Minidoka Memorial Hospital (Rupert)	700,000	7.90%
10/1/1976	St. Luke's Regional Medical Center (Boise)	480,000	6.30%
8/20/1976	Idaho Falls Consolidated Hospitals (Idaho Falls)	1,973,000	6.70%
4/26/1976	St. Luke's Regional Medical Center (Boise)	110,000	5.50%
3/22/1976	St. Luke's Regional Medical Center (Boise)	1,800,000	6.25%
11/1/1975	St. Luke's Regional Medical Center (Boise)	\$12,004,000	8.20%

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3,103,734,796

MICROFILMED

463316

INST. NO

FILED FOR RECORD

FEB 7 1983

BY

NEZ

PERCE

COUNTY

JULIE C

MORTGAGE AND SECURITY AGREEMENT

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RECEPTION
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PERCE COUNTY CLERK
LLOYD
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DEPUTY

Dated as of March 1, 1983

ST. JOSEPH'S HOSPITAL, INC., Mortgagee

AND

IDAH0 HEALTH FACILITIES AUTHORITY, Mortgagee

FIRST MORTGAGE NOTES

The rights of the Idaho Health Facilities Authority hereunder, with certain exceptions, have been assigned to The Idaho First National Bank, as Trustee under the Indenture of Trust dated as of March 1, 1983 from the Idaho Health Facilities Authority.

MORTGAGE AND SECURITY AGREEMENT dated as of March 1, 1983 between the IDAHO HEALTH FACILITIES AUTHORITY, an independent public body politic and corporate constituting a public instrumentality of the State of Idaho and the ST. JOSEPH'S HOSPITAL, INC., (the "Hospital") a non-profit corporation, duly organized and existing under the laws of the State of Idaho.

W I T N E S S E T H:

WHEREAS, the Idaho Health Facilities Authority (the "Authority") is authorized by Chapter 134 of the Acts of 1972 of the State of Idaho, as amended, and Sections 39-1441 ~~et seq.~~ of the Idaho Code, as amended (the "Act"), to acquire, construct, reconstruct, renovate, improve, replace, maintain, repair, operate, lease as lessee or lessor and regulate one or more health facilities; and

WHEREAS, the Act further authorizes the Authority to issue revenue bonds for the purpose of financing the cost of any health facility, to make loans to a health institution to refund or refinance outstanding obligations incurred for "facilities" under the Act, and to secure the payment of such bonds as provided in the Act; and

WHEREAS, the Hospital now owns the real estate specifically described in Exhibit A hereto and upon which the various health facilities and related buildings are located and upon which the Hospital proposes to make various improvements as defined herein, and to provide various Equipment, as defined herein, to be installed therein (said Improvements and Equipment are herein together referred to as the "Project"); and

WHEREAS, in order to finance the cost of such Project and to prepay certain outstanding long-term debt of the Hospital and to pay related expenses in connection therewith, the Hospital is concurrently with the delivery hereof issuing to the Authority its First Mortgage Note, Series 1983 (the "Series 1983 Note") dated March 1, 1983, to evidence a loan from the Authority to the Hospital in the principal amount of \$11,490,000, and to be repaid in the respective monthly amounts set forth in Exhibit B hereto and otherwise to be in substantially the form attached hereto as Exhibit B;

WHEREAS, the Authority proposes to undertake the Project as an authorized health facility under the Act and to loan funds to the Hospital to prepay and refund outstanding

obligations permitted under the Act and to finance the cost of the Project by the issuance of revenue bonds of the Authority under an Indenture of Trust of even date herewith (the "Indenture") between the Authority and The Idaho First National Bank, Boise, Idaho, as Trustee; and

WHEREAS, the Authority proposes to cause the Project to be acquired, constructed and installed by the Hospital; and

WHEREAS, in order to raise funds for the foregoing purposes, the Authority proposes to issue its Revenue Bonds (St. Joseph's Hospital Issue) Series 1983, in an amount of \$11,490,000, which amount is based upon estimates of funds needed by the Hospital for such purposes; and

WHEREAS, the Hospital acknowledges that this Mortgage provides that the Hospital will complete the Project with its own moneys if the proceeds of such bonds are insufficient for that purpose.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

GRANTING CLAUSES

In consideration of the premises, the acceptance of the Series 1983 Note by the Authority to evidence said loan to the Hospital and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Notes and the performance of all the covenants of the Hospital contained herein, the Hospital has executed and delivered this Mortgage and by these presents does assign, grant, mortgage, convey, transfer, pledge, set over and confirm unto the Authority and its successors and assigns forever, and grant a security interest thereunto in, all the Hospital's right, title and interest in, to and under any and all of the following described property (herein called the "Mortgaged Property"):

DIVISION I

The real estate described in Exhibit A hereto, together with the entire interest (whether now owned or hereafter acquired) in and to said real estate

and the entire interest of the Hospital in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed upon such real estate, including all right, title and interest of the Hospital in and to all building materials, building equipment and fixtures of every kind and nature whatsoever on said real estate or in any building, structure or improvement now or hereafter constructed on said real estate, and the reversion or reversions, remainder or remainders, in and to said real estate, and together with the entire interest of the Hospital in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said real estate, belonging or in any wise appertaining thereto, and all right, title and interest of the Hospital in and to any streets, ways or alleys adjoining said real estate or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Hospital either in law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that so far as may be permitted by law, all tangible property now owned or hereafter acquired by the Hospital and affixed to or attached to said real estate (subject to the provisions of Section 6.3 hereof) shall be deemed to be, and shall be considered as, fixtures and appurtenances to said real estate of the Hospital, together with all rents, income, issues and profits therefrom;

SUBJECT, HOWEVER, to Permitted Encumbrances, as defined in Article I hereof:

DIVISION II

All Equipment of the Hospital as defined in Article I hereof and all substitutions or replacements therefor, subject to the provisions of Section 6.2 hereof and subject to the provisions of Section 6.3 hereof and to said Permitted Encumbrances;

under the Constitution and laws of the State of Idaho to make this Mortgage a valid and binding obligation in accordance with its terms, are authorized by the Act and have been duly authorized by proceedings of the Authority adopted at meetings thereof duly called and held.

(c) To finance the cost of the Project and to provide funds for the Hospital to prepay and refund said outstanding indebtedness, the Authority proposes to issue Series 1983 Bonds in the aggregate principal amount of \$11,490,000. The Series 1983 Bonds shall mature, bear interest, be subject to redemption prior to maturity, be secured and have such other terms and conditions as are set forth in the Indenture.

(d) The Series 1983 Bonds are to be issued under and secured by the Indenture, pursuant to which the Authority's interest in this Mortgage and the Series 1983 Note will be assigned and pledged to the Trustee as security for payment of the principal of, premium, if any, and interest on the Series 1983 Bonds.

(e) To its knowledge, the Hospital Facilities are included within the definition of a "facility" under the Act.

(f) Neither the execution and delivery of this Mortgage, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Mortgage, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority under the terms of any instrument or agreement.

Section 2.2. Representations and Warranties by the
Hospital. The Hospital represents and warrants that:

however, that deposit of a Bond of one maturity may not be credited against a payment on the Note which would be used, in the normal course, to secure a Bond of another maturity; and

(d) the amount of any moneys transferred by the Trustee from the Bond Reserve Fund and deposited in the Interest Account or in the Principal Account shall be credited against the obligation of the Hospital to pay interest or principal on the Notes, as the case may be, as the same become due.

Section 5.4. Prepayment Generally. No prepayment of the Notes may be made except to the extent and in the manner expressly permitted by this Mortgage.

Section 5.5. Optional Prepayment from Net Proceeds of Insurance or Condemnation. The Hospital shall have the right to have the Notes prepaid from the Net Proceeds of insurance or condemnation by giving the Authority direction to apply such Net Proceeds in a notice of election given pursuant to Section 7.1 or 7.2, as the case may be. In such event the Authority shall apply such Net Proceeds promptly to the prepayment of the Notes, without premium, plus accrued and unpaid interest thereon to the date of prepayment. Prepayments of the Notes under this Section shall be credited against the mandatory installment payments to be made on the Notes corresponding to the related payments to be applied to the redemption of the Bonds and to the maturities involved.

Section 5.6. Optional Prepayment of Series 1983 Note. In addition to any prepayment of the Series 1983 Note made pursuant to Section 5.5 hereof, the Hospital may, at its option and subject to the limitations of the Indenture, prepay the Series 1983 Note in whole at any time on or after March 1, 1993 or in part from time to time on any interest payment date of the Series 1983 Bonds on or after March 1, 1993 (but if in part, then in units of \$5,000 or any integral multiple thereof with a minimum prepayment of \$100,000). Such prepayments shall be made by paying to the Trustee an amount sufficient to redeem all or a portion of the Series 1983 Bonds, as the case may be, at the redemption prices specified therefor in the Indenture. Any amount so paid which is less than the full unpaid principal amount of the Series 1983 Bonds, plus any premium due, shall be credited against the installment or installments of principal and premium, if any, due on the Series 1983 Note in the inverse order of maturity (notwithstanding that such deposit may be applied to the Bonds in a different order of maturity).

EXHIBIT A

The following described real estate located in the County of Nez Perce, State of Idaho, to wit:

All of Lots 7, 8 and 9 of Block 2 in Saint John's Place, and a portion of Block 11 in North Park Place, and a vacated portion of Fourth Avenue, according to the recorded plats thereof in the City of Lewiston, County of Nez Perce, Idaho, and more particularly described as follows:

Beginning at the Southwest corner of said Block 11, being the point of intersection of the North line of Fifth Avenue and the East line of Sixth Street; thence North 479.85 feet along the said Sixth Street East line to the Northwest corner of said Lot 7; thence North $89^{\circ}59'25''$ East 158.00 feet along the North line of said Lot 7 and its prolongation to a point on the West line of said Lot 9; thence North 42.00 feet to the Northwest corner of said Lot 9; thence North $89^{\circ}59'25''$ East 64.8 feet to the Northeast corner of said Lot 9; thence South 142.00 feet to the Southeast corner of said Lot 9; thence North $89^{\circ}59'25''$ East 12.2 feet along the North line of said vacated Fourth Avenue; thence South 80.00 feet to a point on the South line of said Fourth Avenue, being a point on the North line of said Block 11; thence continue South 81.51 feet; thence North $89^{\circ}59'25''$ East 36.5 feet; thence South 48.65 feet; thence South $89^{\circ}59'25''$ West 36.5 feet; thence South 39.52 feet; thence South $89^{\circ}59'25''$ West 10.00 feet; thence South 130.00 feet to a point on the South line of said Block 11, being a point on the North line of said Fifth Avenue; thence South $89^{\circ}56'45''$ West 225.00 feet along said Fifth Avenue North line to the Point of Beginning.

ALSO, that vacated portion of Sixth Street described as follows:

Commencing at the Southwest corner of Block 11 North Park Place, being the Point of Beginning; thence South $89^{\circ}56'45''$ West along the North line of Fifth Avenue extended West 15 feet; thence North along a line 15 feet West of the East line of Sixth Street 479.85 feet to a point, thence North $89^{\circ}59'25''$ East 15.0 feet to the East line of Sixth Street; thence South along the East line of Sixth Street 479.85 feet to the Point of Beginning.

IN ADDITION THERETO, all of Lot 10 in said Block 2 and that portion of vacated Fourth Avenue described as follows:

Beginning at the Southeast corner of said Lot 10; thence South 80 feet to a point on the South right-of-way line of said Fourth Avenue; thence South $89^{\circ}59'25''$ West 37.8 feet along said South line; thence North 80 feet and North $89^{\circ}59'25''$ East 37.8 feet to the Point of Beginning.

ALSO, in addition thereto, all of Lots 1, 2 and 3, and the East 9.5 feet of Lot 4, Block 9 of North Park Place.

EXHIBIT B
FIRST MORTGAGE NOTE, SERIES 1983

\$11,490,000

No. 1

FOR VALUE RECEIVED, the undersigned, ST. JOSEPH'S HOSPITAL, INC., an Idaho nonprofit corporation (the "Hospital"), hereby promises to pay to the order of the IDAHO HEALTH FACILITIES AUTHORITY, an independent public body politic and corporate constituting a public instrumentality created under the laws of the State of Idaho (the "Authority"), the principal sum of Eleven Million Four Hundred Ninety Thousand Dollars (\$11,490,000), in monthly installments during each of the years in the respective amounts set forth below, and to pay interest thereon in monthly installments during each of the years as follows:

For Year Ending <u>February 28 or 29</u>	Monthly Installment of <u>Principal</u>	Monthly Installment of <u>Interest</u>
1984		\$83,318.54 (2)
1985		83,318.54
1986	\$25,833.33 (1)	83,318.54
1987	27,500.00	81,768.54
1988	29,583.33	79,981.04
1989	31,250.00	77,910.20
1990	33,750.00	75,644.58
1991	36,250.00	73,113.33
1992	39,166.66	70,303.95
1993	42,083.33	67,170.62
1994	45,416.66	63,719.79
1995	49,583.33	59,904.79
1996	53,750.00	55,640.62
1997	58,333.33	50,937.50
1998	63,750.00	45,468.75
1999	70,000.00	39,492.18
2000	76,250.00	32,929.68
2001	83,750.00	25,781.25
2002	91,250.00	17,929.68
2003	100,000.00	9,375.00

(1) The first installment of payment of principal shall be adjusted pursuant to Section 5.2(b) of the Mortgage.

(2) The first installment payment of interest shall be adjusted pursuant to Section 5.2(a) of the Mortgage.

Monthly installments are payable on the first business day of the month in which they are to be made.

The Hospital promises to pay interest on any overdue principal and premium, if any, and, to the extent permitted by law, on any overdue interest, at the same rate applicable to overdue principal, premium and overdue interest then applicable to the outstanding Series 1983 Bonds.

All principal, premium, if any, and interest are payable to The Idaho First National Bank at its office in Boise, Idaho, the Trustee (the "Trustee"), under the Trust Indenture dated as of March 1, 1983 (the "Indenture") from the Authority, or at the office of any successor trustee under the Indenture.

This Note is issued under and secured by the Mortgage and Security Agreement dated as of March 1, 1983 (the "Mortgage") from the Hospital to the Authority. As provided in the Mortgage, Additional Notes may be issued and sold by the Hospital to the Authority, with the consent of the Authority, to refund or advance refund outstanding Notes, to finance the cost of completing the Project referred to in the Mortgage or subject to the conditions contained in the Mortgage and the Indenture, for any other purpose under the Act, as defined therein, and such Additional Notes, if issued, together with this Note, shall be equally and ratably secured by the lien of the Mortgage. Reference is hereby made to the Mortgage for a description of the property thereby mortgaged, the nature and extent of the security for this Note and any Additional Notes and the rights of the holder thereof, the Hospital and the Authority in respect thereof, and the provisions for amending the Mortgage, to all of which the holder hereof, by its acceptance hereof, assents.

The principal of this Note is subject to prepayment by the Hospital from time to time, in the manner and under the circumstances set forth in the Mortgage, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment, together with the premium, if any, provided for in the Mortgage upon such prepayment.

In certain events and in the manner set forth in the Mortgage, the entire principal amount of this Note may be declared to be due and payable. Payments hereon are also subject to certain credits as provided in Section 5.3 of the Mortgage.

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No recourse shall be had for the payment of the principal of, or premium, if any, or interest on this Note, or for any claim based thereon or on the Mortgage or any mortgage supplemental thereto, against any member, trustee, director, or officer, past, present or future, of the Hospital, or of any successor corporation, as such, either directly or through the Hospital or any such successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of members, trustees, directors or officers, as such, being released as a condition of and consideration for the execution of the Mortgage and the issue of this Note.

The Hospital hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Authority or the Trustee to the Hospital.

IN WITNESS WHEREOF, the Hospital has caused this Note to be duly executed and its corporate seal to be affixed hereto.

DATED: March 1, 1983.

ST. JOSEPH'S HOSPITAL, INC.

(SEAL)

By

Its Vice President

Attest:

Its Secretary

EXHIBIT C

The following described machinery, equipment and related property included within the definition "Equipment" under this Mortgage and Security Agreement:

NO.	ITEM	DEPARTMENT
1 ea	Conver-Stretcher (Hydraulic)	Radiology
1 ea	Electric Bed	Cardio-Pulmonary
1 ea	Typewriter	Cardio-Pulmonary
3 ea	Desks	Administration
1 ea	Credenza	Administration
1 ea	Typewriter	Physical Therapy
1 ea	Traction Table and Machine	Physical Therapy
1 ea	Traction Chair and Machine	Physical Therapy
1 ea	Stationary Arm and Leg Tank	Physical Therapy
1 ea	Muscle Stimulator	Physical Therapy
1 ea	Training Stairs	Physical Therapy
1 ea	Knee Exerciser	Physical Therapy
1 ea	Electric Treatment Table	Physical Therapy
1 ea	Transcription Desk	Medical Records
1 ea	Copy Machine	Medical Records
6 ea	Benquette	Food Service
9 ea	Special Care Bed	ICU/CCU
9 ea	Display Terminal (Alpha 9)	ICU/CCU
9 ea	ECG Source Cardule	ICU/CCU
18 ea	Pressure Cardule	ICU/CCU
1 ea	Respiration Cardule	ICU/CCU
1 ea	Temperature Cardule	ICU/CCU
4 ea	Blood Pressure Cardule	ICU/CCU
4 ea	Display Terminal (Arrhythmia)	ICU/CCU
4 ea	Universal Saline Cardule	ICU/CCU
3 ea	System Records	ICU/CCU
4 ea	Bedside Defibrillator	ICU/CCU

1 ea	Monitor/Defibrillator	ICU/CCU
10 ea	Arrhythmia Cardule	ICU/CCU
1 ea	Arrhythmia Editor	ICU/CCU
1 ea	Hard Copy Unit	ICU/CCU
1 ea	Typewriter	ICU/CCU
1 ea	Ice Machine	ICU/CCU
5 ea	ECG R1 Level Cardule	ICU/CCU
2 ea	Receiver Housing with Transmitters	ICU/CCU
10 ea	I.V. Pump	ICU/CCU
11 ea	Electric Bed	ICU/CCU

EMERGENCY ROOM ADDITION

1 ea	Defibrillator System	Emergency
2 ea	Stretcher	Emergency

0317

SATISFACTION AND TERMINATION

RECEIVED ☒
INDEXED ☒
FILMED ☒
DELIVERED ☒
MAILED ()

WHEREAS, the Idaho Health Facilities Authority (the "Authority"), an independent public body politic and corporate constituting a public instrumentality of the State of Idaho, has heretofore issued \$11,490,000 in aggregate principal amount of its Revenue Bonds (St. Joseph's Hospital Issue) Series 1983 (the "Series 1983 Bonds") and has heretofore purchased the \$11,490,000 principal amount First Mortgage Note, Series 1983 (the "Series 1983 Note") of St. Joseph's Hospital, Inc., an Idaho nonprofit corporation (the "Hospital"), with the proceeds of the Series 1983 Bonds;

WHEREAS, the Series 1983 Note is secured by a Mortgage and Security Agreement dated as of March 1, 1983 (the "Mortgage") between the Hospital and the Authority on the real estate described in Exhibit A hereto, which Mortgage has been assigned to The Idaho First National Bank (the "Trustee") and recorded in the office of the Recorder of Nez Perce County, Idaho; and

WHEREAS, the Hospital desires that the Authority and the Trustee release the Mortgage of record, and, in consideration of the foregoing, the Authority and the Trustee are agreeable thereto;

NOW, THEREFORE, in consideration of the premises and the receipt of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Authority and the Trustee do hereby discharge and terminate any and all of their respective rights, title and interests in, to and under all property, rights and interests conveyed, assigned or pledged to the Authority and the Trustee, respectively, by the Mortgage, and the Authority and the Trustee do hereby convey, assign and transfer to the Hospital all of the Authority's and the Trustee's respective rights, title and interests in, under and to the Mortgage; and that any and all liens thereunder and pertaining to the property described in Exhibit A attached hereto shall be and are hereby satisfied and discharged; and that any and all of the rights, covenants and obligations set forth therein have hereby ceased, terminated and been completely discharged.

The foregoing Satisfaction and Termination apply to that certain Mortgage and Security Agreement recorded March 28, 1983, as Instrument No. 463316 and the related Indenture of Trust recorded the same date as Instrument No. 463317, records of Nez Perce County, Idaho.

IN WITNESS WHEREOF, the Idaho Health Facilities
Authority and The Idaho First National Bank have caused this
Satisfaction and Termination to be executed on this 27th day
of November, 1985.

[SEAL]

Attest:

By David P. Myers
Title Executive Director

IDAHO HEALTH FACILITIES
AUTHORITY

By James A. Stephens, MD
Title Chairman

[SEAL]

Attest:

By Charles R. Parker
Title Corporate Trust

THE IDAHO FIRST NATIONAL BANK

By Charles E. Smith
Title Corporate Trust Officer

Accepted by:

ST. JOSEPH'S HOSPITAL, INC.

By Howard A. Hayes
Title Administrator

[SEAL]

Attest:

By Sanctus Mariae Mary O'Leary
Title Assistant Secretary

Dist. NO 493615
FILED FOR RECORD
FEE 8.00 REG BY LAND TITLE
85 NOV 27 AM 9 27

DOUGLASS
RECORDER, MEZ PERCE CO. ID.
Stacy Carola DEPUTY

STATE OF IDAHO

COUNTY OF Ada

ss

I, Gail Lenhart, a Notary Public, do hereby certify that Glen Weyrich, M.D. and Neil P. Moss, personally known to me to be the same persons whose names are, respectively, as Chairman and Executive Director of the IDAHO HEALTH FACILITIES AUTHORITY, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said authority and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of November 1985.

Gail Lenhart
Notary Public

My Commission expires: 4-13-87

STATE OF IDAHO

COUNTY OF Ada

ss

I, Gail Lenhart, a Notary Public, do hereby certify that Carol E. Smith and Carol R. Parker, personally known to me to be the same persons whose names are, respectively, as Corporate Trustee and Corporate Trust of THE IDAHO FIRST NATIONAL BANK, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said authority and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of November 1985.

Gail Lenhart
Notary Public

My Commission expires: 4-13-87

EXHIBIT A

The following described real estate located in the County of Nez Perce, State of Idaho, to wit:

All of Lots 7, 8 and 9 of Block 2 in Saint John's Place, and a portion of Block 11 in North Park Place, and a vacated portion of Fourth Avenue, according to the recorded plats thereof in the City of Lewiston, County of Nez Perce, Idaho, and more particularly described as follows:

Beginning at the Southwest corner of said Block 11, being the point of intersection of the North line of Fifth Avenue and the East line of Sixth Street; thence North 479.85 feet along the said Sixth Street East line to the Northwest corner of said Lot 7; thence North $89^{\circ}59'25''$ East 158.00 feet along the North line of said Lot 7 and its prolongation to a point on the West line of said Lot 9; thence North 42.00 feet to the Northwest corner of said Lot 9; thence North $89^{\circ}59'25''$ East 64.8 feet to the Northeast corner of said Lot 9; thence South 142.00 feet to the Southeast corner of said Lot 9; thence North $89^{\circ}59'25''$ East 12.2 feet along the North line of said vacated Fourth Avenue; thence South 80.00 feet to a point on the South line of said Fourth Avenue, being a point on the North line of said Block 11; thence continue South 81.51 feet; thence North $89^{\circ}59'25''$ East 36.5 feet; thence South 48.65 feet; thence South $89^{\circ}59'25''$ West 36.5 feet; thence South 39.52 feet; thence South $89^{\circ}59'25''$ West 10.00 feet; thence South 130.00 feet to a point on the South line of said Block 11, being a point on the North line of said Fifth Avenue; thence South $89^{\circ}56'45''$ West 225.00 feet along said Fifth Avenue North line to the Point of Beginning.

ALSO, that vacated portion of Sixth Street described as follows:

Commencing at the Southwest corner of Block 11 North Park Place, being the Point of Beginning; thence South $89^{\circ}56'45''$ West along the North line of Fifth Avenue extended West 15 feet; thence North along a line 15 feet West of the East line of Sixth Street 479.85 feet to a point, thence North $89^{\circ}59'25''$ East 15.0 feet to the East line of Sixth Street; thence South along the East line of Sixth Street 479.85 feet to the Point of Beginning.

IN ADDITION THERETO, all of Lot 10 in said Block 2 and that portion of vacated Fourth Avenue described as follows:

Beginning at the Southeast corner of said Lot 10; thence South 80 feet to a point on the South right-of-way line of said Fourth Avenue; thence South $89^{\circ}59'25''$ West 37.8 feet along said South line; thence North 80 feet and North $89^{\circ}59'25''$ East 37.8 feet to the Point of Beginning.

ALSO, in addition thereto, all of Lots 1, 2 and 3, and the East 9.5 feet of Lot 4, Block 9 of North Park Place.